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NOTE: CHANGES MADE BY THE COURT

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RIVERSIDE and SALVADOR
WALTERMIRE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EDGAR SOLIS.

Plaintiff,

vs.

COUNTY OF RIVERSIDE,
SALVADOR WALTERMIRE, et al.,

Defendants.

Case No. 5:23-CV-00515-HDV-JPRx

**STIPULATED PROTECTIVE
ORDER**

Judge: Hernán D. Vera,
Mag: Jean P. Rosenbluth

Setting Conf: May 8, 2023
Trial Date: None Set

DISCOVERY MATTER

1. A. PURPOSES AND LIMITATIONS.

Discovery in this action is likely to involve production of confidential, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
 2 legal principles. The parties further acknowledge, as set forth in Section 12.3,
 3 below, that this Stipulated Protective Order does not entitle them to file confidential
 4 information under seal; local rules set forth the procedures that must be followed
 5 and the standards that will be applied when a party seeks permission from the court
 6 to file material under seal.

7 **B. GOOD CAUSE STATEMENT**

8 **1.1. Contentions re Harm from Disclosure of Confidential Materials.**

9 Defendant contends that there is good cause and a particularized need for a
 10 protective order to preserve the interests of confidentiality and privacy in peace
 11 officer personnel file records and associated investigative or confidential records for
 12 the following reasons.

13 First, Defendant contends that peace officers have a federal privilege of
 14 privacy in their personnel file records: a reasonable expectation of privacy therein
 15 that is underscored, specified, and arguably heightened by the *Pitchess* protective
 16 procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
 17 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS
 18 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies
 19 to privilege based discovery disputes involving federal claims,” the “state privilege
 20 law which is consistent with its federal equivalent significantly assists in applying
 21 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.
 22 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
 23 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*
 24 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendant further
 25 contends that uncontrolled disclosure of such personnel file information can
 26 **threaten the safety of non-party witnesses, officers, and their**
 27 **families/associates.**

28 Second, Defendant contends that municipalities and law enforcement

1 agencies have federal deliberative-executive process privilege, federal official
 2 information privilege, federal law enforcement privilege, and federal attorney-client
 3 privilege (and/or attorney work product protection) interests in the personnel files of
 4 their peace officers – particularly as to those portions of peace officer personnel files
 5 that contain critical self-analysis, internal deliberation/decision-making or
 6 evaluation/analysis, or communications for the purposes of obtaining or rendering
 7 legal advice or analysis – potentially including but not limited to
 8 evaluative/analytical portions of Internal Affairs type records or reports,
 9 evaluative/analytical portions of supervisory records or reports, and/or reports
 10 prepared at the direction of counsel, or for the purpose of obtaining or rendering
 11 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc'y v.*
 12 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162
 13 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.
 14 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*
 15 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*
 16 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendant further
 17 contends that such personnel file records are restricted from disclosure by the public
 18 entity's custodian of records pursuant to applicable California law and that
 19 **uncontrolled release is likely to result in needless intrusion of officer privacy;**
 20 **impairment in the collection of third-party witness information and statements**
 21 **and related legitimate law enforcement investigations/interests; and a chilling**
 22 **of open and honest discussion regarding and/or investigation into alleged**
 23 **misconduct that can erode a public entity's ability to identify and/or**
 24 **implement any remedial measures that may be required.**

25 Third, Defendant contends that, since peace officers do not have the same
 26 rights as other private citizens to avoid giving compelled statements, it is contrary to
 27 the fundamental principles of fairness to permit uncontrolled release of officers'
 28 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d

1 822, 828-830 (1985); *cf.* U.S. Const., amend V.

2 Accordingly, Defendant contends that, without a protective order preventing
 3 such, production of confidential records in the case can and will likely substantially
 4 impair and harm defendant public entity's interests in candid self-critical analysis,
 5 frank internal deliberations, obtaining candid information from witnesses,
 6 preserving the safety of witnesses, preserving the safety of peace officers and peace
 7 officers' families and associates, protecting the privacy officers of peace officers,
 8 and preventing pending investigations from being detrimentally undermined by
 9 publication of private, sensitive, or confidential information – as can and often does
 10 result in litigation.

11 1.2. Plaintiff does not agree with and does not stipulate to Defendant's
 12 contentions herein above, and nothing in this Stipulated Protective Order shall
 13 resolve the parties' disagreement, or bind them, concerning the legal statements and
 14 claimed privileges set forth above.

15 However, plaintiff agrees that there is Good Cause for a Protective Order so
 16 as to preserve the respective interests of the parties without the need to further
 17 burden the Court with such issues. Specifically, the parties jointly contend that,
 18 absent this Stipulated Protective Order, the parties' respective privilege interests may
 19 be impaired or harmed, and that this Stipulated Protective Order may avoid such
 20 harm by permitting the parties to facilitate discovery with reduced risk that
 21 privileged and/or sensitive/confidential information will become matters of public
 22 record.

23 1.3. The parties jointly contend that there is typically a particularized need
 24 for protection as to any medical records and autopsy photographs, because of the
 25 privacy interests at stake therein. Because of these sensitive interests, a Court Order
 26 should address these documents rather than a private agreement between the parties.

27 1.4. The parties therefore stipulate that there is Good Cause for, and hereby
 28 jointly request that the honorable Court issue/enter, a Protective Order re

1 confidential documents consistent with the terms and provisions below. However,
 2 the entry of this Stipulated Protective Order by the Court shall not be construed as
 3 any ruling by the Court on the aforementioned legal statements or privilege claims
 4 in this section (§ 1), nor shall this section be construed as part of any such Court
 5 Order.

6 **2. DEFINITIONS.**

7 2.1. Action: This pending federal lawsuit, captioned above.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 9 of information or items under this Order.

10 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
 11 the medium or how generated, stored, or maintained) or tangible things that qualify
 12 for protection under standards developed under Federal Rule of Civil Procedure
 13 26(c) and/or applicable federal privileges. This material may include, but is not
 14 limited to, medical records, psychotherapeutic records, and autopsy photographs; as
 15 well as peace officer personnel records as defined by California Penal Code sections
 16 832.8, 832.5, 832.7 and the associated case law; and other similar confidential
 17 records designated as such.

18 2.4. Counsel (without qualifier): Outside Counsel and House Counsel (as
 19 well as their support staffs).

20 2.5. Designating Party: a Party, Nonparty, or non-party public entity
 21 employer of a Party that designates information or items that it produces in
 22 disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.6. Disclosure or Discovery Material: all items or information, regardless
 24 of the medium or manner generated, stored or maintained (including, among other
 25 things, testimony, transcripts, or tangible things) that are produced – or generated in
 26 disclosures or responses to discovery in this matter.

27 2.7. Expert: a person with specialized knowledge or experience in a matter
 28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this action and who is not a past or a current
 2 employee of a Party and who, at the time of retention, is not anticipated to become
 3 an employee of a Party or a competitor of a Party's; as well as any person retained,
 4 designated, or disclosed by a Party as an expert (retained or non-retained, regardless
 5 of their employment relationship with a Party) pursuant to Federal Rule of Civil
 6 Procedure 26(a)(2) or other applicable discovery Rules or statutes.

7 2.8. House Counsel: attorneys who are employees of a Party (as well as
 8 their support staffs). House Counsel does not include Outside Counsel of Record or
 9 any other outside counsel.

10 2.9. Non-Party: any natural person, partnership, corporation, association, or
 11 other legal entity not named as a Party to this action.

12 2.10. Outside Counsel: attorneys who are not employees of a Party but who
 13 are retained to represent or advise a Party in this action and have appeared in this
 14 Action on behalf of that Party or are affiliated with a law firm that has appeared on
 15 behalf of that Party (as well as their support staffs).

16 2.11. Party: any party to this action, including all of its officers, directors,
 17 employees, agents, consultants, retained experts, house counsel and outside counsel
 18 (and/or the support staff thereof).

19 2.12. Producing Party: a Party or non-party that produces Disclosure or
 20 Discovery Material in this action.

21 2.13. Professional Vendors: persons or entities that provide litigation
 22 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
 23 demonstrations; and/or organizing, storing, retrieving data in any form or medium;
 24 etc.); and their employees and subcontractors.

25 2.14. Protected Material: any Disclosure or Discovery Material that is
 26 designated as "CONFIDENTIAL" under the provisions of this Stipulated Protective
 27 Order.

28 2.15. Receiving Party: a Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 **3. SCOPE OF PROTECTION.**

3 The protections conferred by this Stipulated Protective Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the Orders of the
9 trial judge: this Stipulated Protective Order does not govern the use of Protected
10 Material at trial.

11 **4. DURATION OF PROTECTION.**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs.

15 Final disposition shall be deemed to be the later of (1) dismissal of all claims
16 and defenses in this action, with or without prejudice; and (2) final judgment herein
17 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
18 reviews of this action, including the time limits for filing any motions or
19 applications for extension of time pursuant to applicable law.

20 **5. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL
21 DOCUMENTS.**

22 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

23 Each Party or non-party that designates information or items for protection
24 under this Stipulated Protective Order must take care to limit any such designation
25 to specific material that qualifies under the appropriate standards. A Designating
26 Party must take care to designate for protection only those parts of material,
27 documents, items, or oral or written communications that qualify – so that other
28 portions of the material, documents, items or communications for which protection

1 is not warranted are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routine designations are prohibited. Designations
 3 that are shown to be clearly unjustified, or that have been made for an improper
 4 purpose (e.g., to unnecessarily encumber or retard the case development process, or
 5 to impose unnecessary expenses and burdens on other parties), expose the
 6 Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
 8 designated for protection do not qualify for that level of protection at all, or do not
 9 qualify for the level of protection initially asserted, that Designating Party must
 10 promptly notify all other parties that it is withdrawing the mistaken and/or
 11 inapplicable designation and promptly reproduce documents or materials without
 12 the "CONFIDENTIAL" legend to the Receiving Party.

13 5.2. Manner and Timing of Designations. Except as otherwise provided in
 14 this Order, Disclosure or Discovery Material that qualifies for protection under this
 15 Order must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires the following:

17 (a) for information in documentary form (apart from transcripts of
 18 depositions or other pretrial or trial proceedings, and regardless of whether produced
 19 in hardcopy or electronic form), that the Producing Party affix the legend
 20 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion
 21 or portions of the material on a page qualifies for protection, the Producing Party
 22 also must clearly identify the protected portion(s) (e.g., by making appropriate
 23 markings in the margins that specifies the portion that it is "CONFIDENTIAL").
 24 The placement of such "CONFIDENTIAL" stamp on such page(s) shall not obstruct
 25 the substance of the page's (or pages') text or content.

26 A Party or Non-Party that makes original documents available for inspection
 27 need not designate them for protection until after the inspecting Party has indicated
 28 which document it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
 2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
 3 documents it wants copied and produced, the Producing Party must determine which
 4 documents, or portions thereof, qualify for protection under this Order. Then,
 5 before producing the specified documents, the Producing Party must affix the
 6 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
 7 portion or portions of the material on a page qualifies for protection, the Producing
 8 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
 9 markings in the margins).

10 (b) for testimony given in depositions, the Designating Party must identify
 11 the Disclosure or Discovery Material that is protected on the record, before the close
 12 of the deposition.

13 (c) for information produced in some form other than documentary, and for
 14 any other tangible items (including but not limited to information produced on disc
 15 or electronic data storage device), that the Producing Party affix in a prominent
 16 place on the exterior of the container or containers in which the information or item
 17 is stored the legend “CONFIDENTIAL.” If only portions of the information or item
 18 warrant protection, the Producing Party, to the extent practicable, shall identify the
 19 protected portions, specifying the material as “CONFIDENTIAL.”

20 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
 21 failure to designate qualified information or items as “CONFIDENTIAL” does not,
 22 standing alone, waive the Designating Party’s right to secure protection under this
 23 Stipulated Protective Order for such material. If material is appropriately designated
 24 as “CONFIDENTIAL” *after* the material was initially produced, the Receiving
 25 Party, on timely notification of the designation, must make reasonable efforts to
 26 assure that the material is treated in accordance with this Stipulated Protective
 27 Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

2 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
 3 designation of confidentiality at any time that is consistent with the Court's
 4 Scheduling Order.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
 6 resolution process (and, if necessary, file a discovery motion) under Local Rule
 7 37.1.

8 6.3. The burden of persuasion in any such challenge proceeding shall be on
 9 the Designating Party. Frivolous challenges, and those made for an improper
 10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 11 parties) may expose the Challenging Party to sanctions. Unless the Designating
 12 Party has waived or withdrawn the confidentiality designation, all parties shall
 13 continue to afford the material in question the level of protection to which it is
 14 entitled under the Producing Party's designation until the Court rules on the
 15 challenge.

16 If the Court rules in favor of the Challenging Party, the Designating Party
 17 shall promptly reproduce documents or materials without the "CONFIDENTIAL"
 18 legend to the Receiving Party.

19 6.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
 20 Designating Party may remove Protected Material from the protections and
 21 provisions of this Stipulated Protective Order at any time by any of the following
 22 methods:

23 (a) Express Written Withdrawal. A Designating Party may withdraw a
 24 "CONFIDENTIAL" designation made to any specified Protected Material from
 25 some or all of the protections of this Stipulated Protective Order by an express
 26 withdrawal in a writing signed by such Party (or such Party's Counsel, but not
 27 including staff of such Counsel) that specifies and itemizes the Disclosure or
 28 Discovery Material previously designated as Protected Material that shall no longer

1 be subject to the provisions of this Stipulated Protective Order. Such express
 2 withdrawal shall be effective when transmitted or served upon the Receiving Party.
 3 If a Designating Party is withdrawing Protected Material from the provisions/
 4 protections of this Stipulated Protective Order they must promptly reproduce
 5 documents or materials without the “CONFIDENTIAL” legend to the Receiving
 6 Party.

7 (b) Express Withdrawal on the Record. A Designating Party may
 8 withdraw a “CONFIDENTIAL” designation made to any specified Protected
 9 Material from all of the provisions/protections of this Stipulated Protective Order by
 10 verbally consenting in court proceedings on the record to such withdrawal –
 11 provided that such withdrawal specifies the Disclosure or Discovery Material
 12 previously designated as Protected Material that shall no longer be subject to any of
 13 the provisions of this Stipulated Protective Order and promptly reproduce
 14 documents or materials without the “CONFIDENTIAL” legend to the Receiving
 15 Party.

16 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
 17 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
 18 designation made to any specified Protected Material from all of the
 19 provisions/protections of this Stipulated Protective Order by either (1) making such
 20 Protected Material part of the public record – including but not limited to attaching
 21 such as exhibits to any filing with the court without moving, prior to such filing, for
 22 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 23 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.
 24 Nothing in this Stipulated Protective Order shall be construed so as to require any
 25 Party to file Protected Material under seal, unless expressly specified herein. If a
 26 Designating Party implicitly withdraws a “CONFIDENTIAL” designation, the
 27 Designating Party shall promptly reproduce documents or materials without the
 28 “CONFIDENTIAL” legend to the Receiving Party.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is
 3 disclosed or produced by another Party or by a Non-Party in connection with this
 4 Action only for prosecuting, defending, or attempting to settle this Action. Such
 5 Protected Material may be disclosed only to the categories of persons and under the
 6 conditions described in this Order. When the Action has been terminated, a
 7 Receiving Party must comply with the provisions of section 13 below (FINAL
 8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
 10 location and in a secure manner that ensures that access is limited to the persons
 11 authorized under this Order.

12 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated CONFIDENTIAL
 15 only to the following people:

16 (a) the Receiving Party’s Outside Counsel of record in this Action, as well
 17 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 18 to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
 20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
 27 Vendors to whom disclosure is reasonably necessary for this Action and who have
 28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;
3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 action to whom disclosure is reasonably necessary , provided that the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto and the
6 witnesses will not be permitted to keep any confidential information unless they sign
7 the form, unless otherwise agreed by the Designating Party or ordered by the Court.
8 Pages of transcribed deposition testimony or exhibits to depositions that reveal
9 Protected Material must have a confidential designation affixed by the court reporter
10 to such pages containing Protected Material and such may not be disclosed to
11 anyone except as permitted under this Stipulated Protective Order;
12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions or
14 appointed by the Court.

15 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected
16 Material/Confidential Documents to persons to whom this Stipulated Protective
17 Order permits disclosure or production (see section 7.2, *supra*), a Receiving Party
18 shall provide a copy of this Stipulated Protective Order to such persons so as to put
19 such persons on notice as to the restrictions imposed upon them herein: except that,
20 for court reporters, Professional Vendors, and for witnesses being provided with
21 Protected Material during a deposition, it shall be sufficient notice for Counsel for
22 the Receiving Party to give the witness a verbal admonition (on the record, for
23 witnesses) regarding the provisions of this Stipulated Protective Order and such
24 provisions' applicability to specified Protected Material at issue.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION OR SOUGHT BY PUBLIC**
27 **RECORDS ACT REQUEST**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
 2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party, preferably (though not
 4 necessarily) by electronic mail. Such notification must include a copy of the
 5 subpoena or court order at issue unless prohibited by law;

6 (b) promptly notify in writing the party who caused the subpoena or order to
 7 issue in the other litigation that some or all of the material covered by the subpoena
 8 or order is subject to this Protective Order. Such notification shall include a copy of
 9 this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued
 11 by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with
 13 the subpoena or court order shall not produce any information designated in this
 14 action as “CONFIDENTIAL” before a determination by the court from which the
 15 subpoena or order issued, unless the Party has obtained the Designating Party’s
 16 permission. The Designating Party shall bear the burden and expense of seeking
 17 protection in that court of its confidential material and nothing in these provisions
 18 should be construed as authorizing or encouraging a Receiving Party in this action
 19 to disobey a lawful directive from another court.

20 A public entity’s compliance with Public Records Act requests (which
 21 includes its statutory exemptions) does not constitute a violation of this Protective
 22 Order.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 24 **PRODUCED IN THIS LITIGATION.**

25 (a) The terms of this Order are applicable to information produced by a Non-
 26 Party in this Action and designated as “CONFIDENTIAL.” Such information
 27 produced by Non-parties in connection with this litigation is protected by the
 28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party
7 that some or all of the information requested is subject to a confidentiality
8 agreement with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and a
11 reasonably specific description of the information requested; and

12 (3) make the information requested available for inspection by the
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 21
15 days of receiving the notice and accompanying information, the Receiving Party
16 may produce the Non-Party's confidential information responsive to the discovery
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
18 not produce any information in its possession or control that is subject to the
19 confidentiality agreement with the Non-Party before a determination by the court.
20 Absent a court order to the contrary, the Non-Party shall bear the burden and
21 expense of seeking protection in this court of its Protected Material.

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
27 to retrieve all copies of the Protected Material, (c) inform the person or persons to
28 whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons execute the “Acknowledgment and Agreement to Be
 2 Bound” that is attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 4 **PROTECTED MATERIAL.**

5 When a Producing Party gives notice to Receiving Parties that certain
 6 inadvertently produced material is subject to a claim of privilege or other protection,
 7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 8 Procedure 26(b)(5)(B).

9 **12. MISCELLANEOUS & PUBLICATION PROHIBITED.**

10 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
 11 person to seek its modification by the Court in the future.

12 12.2. Right to Assert Other Objections. By stipulating to the entry of this
 13 Protective Order no Party waives any right it otherwise would have to object to
 14 disclosing or producing any information or item on any ground not addressed in this
 15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3. Filing of Protected Material. A Party that seeks to file under seal any
 18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 19 only be filed under seal pursuant to a court order authorizing the sealing of the
 20 specific Protected Material at issue. If a Party’s request to file Protected Material
 21 under seal is denied by the court, then the Receiving Party may file the information
 22 in the public record unless otherwise instructed by the court.

23 12.4. Public Dissemination of Protected Material. A Receiving Party shall
 24 not publish, release, post, or disseminate Protected Material to any persons except
 25 those specifically delineated and authorized by this Stipulated Protective Order (see
 26 section 7, *supra*); nor shall a Receiving Party publish, release, leak, post, or
 27 disseminate Protected Material/Confidential Documents to any news media,
 28 member of the press, website, or public forum.

1 **13. FINAL DISPOSITION.**

2 After the final disposition of this Action, as defined in paragraph 4, within 60
 3 days of a written request by the Designating Party, each Receiving Party must return
 4 all Protected Material to the Producing Party or destroy such material. As used in
 5 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
 6 summaries, and any other format reproducing or capturing any of the Protected
 7 Material. Whether the Protected Material is returned or destroyed, the Receiving
 8 Party must submit a written certification to the Producing Party (and, if not the same
 9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
 10 (by category, where appropriate) all the Protected Material that was returned or
 11 destroyed and (2) affirms that the Receiving Party has not retained any copies,
 12 abstracts, compilations, summaries or any other format reproducing or capturing any
 13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 16 reports, attorney work product, and consultant and expert work product, even if such
 17 materials contain Protected Material. Any such archival copies that contain or
 18 constitute Protected Material remain subject to this Protective Order as set forth in
 19 Section 4 (DURATION).

20 ///

21 14. Any willful violation of this Order may be punished by civil or criminal
 22 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
 23 other appropriate action at the discretion of the Court.

24

25 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

26

27

28

1 DATED: August 29, 2023
2

3 By: /s/ Tori N. Bakken

4 TONY M. SAIN
5 TORI L. N. BAKKEN
6 ABIGAIL J. R. McLAUGHLIN
7 Attorneys for Defendant, COUNTY OF
RIVERSIDE and SALVADOR
WALTERMIRE

8 DATED: August 29, 2023
9

10 By: /s/ Marcel F. Sincich

11 DALE K. GALIPO
12 MARCEL F. SINCHIC
13 TRENTON C. PACKER
14 Attorneys for Plaintiff, EDGAR SOLIS

15 DATED: August 25, 2023
16

17 By: /s/ Douglas E. Baxter

18 DOUGLAS E. BAXTER
19 Deputy Attorney General,
20 Attorney for Defendant, State of California
21 (by and through the California Highway
22 Patrol)

23 **IT IS SO ORDERED.**

24
25 Dated: August 31, 2023

26 _____
27 Hon. Jean P. Rosenbluth
28 UNITED STATES MAGISTRATE JUDGE



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the U.S. District Court
7 for the Central District of California on [date] in the case of *Solis v. County of*
8 *Riverside, et al.*; Case No. 5:23-CV-00515-HDV-JPRx. I agree to comply with and
9 to be bound by all terms of this Stipulated Protective Order, and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and
11 punishment, including contempt. I solemnly promise that I will not disclose in any
12 manner any information or item that is subject to this Stipulated Protective Order to
13 any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the U.S. District Court for the
15 Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [full
18 name] of _____ [full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 | Date:

23 || City and State where signed:

25 Printed name:

27 | Signature: _____